

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT SEATTLE

10 STAN CHRISTIANSON,  
11 individually

12 Plaintiff

13 v

15 THE BOEING COMPANY, a  
16 Delaware Company with its  
17 headquarter in Illinois doing  
business in the state of Washington

18 Defendant

19 } Case No. 2:20-cv-01349  
20 } COMPLAINT FOR DAMAGES  
21 } JURY DEMAND REQUESTED

22 **COMES NOW, STAN CHRISTIANSON, by and through his**  
23 **attorney of record and alleges as follows:**

24  
25 COMPLAINT FOR DAMAGES - 1

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**Bellingham, WA 98226**  
**(360) 395 5158**

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2           **I. JURISDICTION/VENUE**  
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4       1.1 STAN CHRISTIANSON is currently a resident of Skagit County  
5 and was employed by THE BOEING COMPANY, hereinafter  
6 ("BOEING") and working in Snohomish County. BOEING is  
7 headquartered in Illinois, registered in Washington State and doing  
8 business in Snohomish County.  
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10      1.2 This Court has original jurisdiction over the claims based upon  
11 diversity as codified in USC 28 § 1332.  
12

13      1.3 Venue is proper in the United States District Court in the Western  
14 District in Seattle.  
15

16           **II. FACTS**  
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18      2.1 On or about March 27, 2018 Boeing terminated STAN  
19 CHRISTIANSON after 26 years of employment.  
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21      2.2 At the time of his termination, STAN CHRISTIANSON had been  
22 working as Boeing's Project Manager performing the LEAN manufacturing  
23 implementation on Boeing's commercial airline the 777.  
24

1       2.3 Boeing rated STAN CHRISTIANSON 's performance highly over the  
2       past 26 years of his employment. In fact, over that time, Boeing only  
3       wrote him up once over 26 years and that was for failing to provide it with  
4       notice of an illness prior to missing work.  
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7       2.4 STAN CHRISTIANSON suffered from episodic bouts of insomnia  
8       and sleep apnea prior to and following his termination by Boeing. These  
9       medical conditions were medically diagnosed and he had been treated for  
10      them prior to and following Boeing's termination. As a result, Stan's  
11      insomnia coupled with his sleep apnea were individually and cumulatively  
12      disabilities as defined by RCW 49.60.040(7)(a)-(d).  
13  
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16      2.5 On or about March 12, 2018, STAN CHRISTIANSON again  
17      experienced a bout of insomnia. Regardless, each morning, STAN  
18      CHRISTIANSON showered, shaved and got dressed for work only to  
19      realize his exhaustion from lack of sleep kept him from going to work and  
20      working. Per instructions by Boeing, STAN CHRISTIANSON sent a text  
21      to his manager, Jeff Wagner, informing him that he was unable to come  
22      into work.  
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2 2.6 STAN CHRISTIANSON's insomnia continued and each day, prior to  
3 work, beginning March 12, 2018 through March 28, 2018, he prepared to  
4 go to work, as reflected in paragraph 2.5 above, only to realize he could  
5 not go in and informed his manager of the same before his shift started.  
6  
7 He texted his manager telling the manager he was not well and/or that he  
8 had not gotten and sleep and was suffering from Insomnia and would be  
9 unable to come in.  
10  
11

12 2.7 On March 26, 2018 STAN CHRISTIANSON texted Jeff Wagner  
13 **"Jeff, I've had severe bouts of insomnia I want to be at work today  
14 but the probabilities are unlikely. FYI."**  
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16 2.8 In response to Stan's texts, Jeff Wagner responded with texts  
17 reading (a) "alright",  
18 (b) "message received",  
19 (c) "Feel better! Hope to see you soon",  
20 (d) "Stan, please sign your ETS for last week ASAP",  
21 (e) "Thanks for letting me know. Take care" and,  
22 (f) "Okay, see you then."  
23  
24

25 2.9 Because STAN CHRISTIANSON was still suffering from insomnia  
he did not come in to work on March 28, 2018.  
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27  
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1 2.10 On March 28, 2018, STAN CHRISTIANSON texted Mr. Wagner at  
2 3:48 a.m. informing him that he still had not slept and would not be able to  
3 come in to work. His text reads “Jeff, its nearly 4am I have not gotten an[y]  
4 sleep I will not be in today.” Later, that same day, Boeing terminated  
5 STAN CHRISTIANSON’s employment.  
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7  
8 2.11 During a hearing regarding unemployment benefits, Jeff Wagner  
9 testified that on March 27, 2018, he left a voice message for STAN  
10 CHRISTIANSON informing him that if STAN CHRISTIANSON did not  
11 come back to work on March 28, 2018 he would be fired. Based upon  
12 information and belief, no voice message was ever left with Mr.  
13 Christianson on his phone.  
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17 2.12 On March 28, 2018, Boeing terminated STAN CHRISTIANSON  
18 based upon a rigid and improper application of its sick leave policy that  
19 states something to the effect that **“employees must have benefits to**  
20 **cover their absences.”** Boeing terminated Stan because had apparently  
21 *exhausted and he no longer had any more paid leave on March 28, 2018.*  
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1 2.13 However, Washington law as set forth in RCW 49.60. et. seq.,  
2 makes it illegal to discriminate based upon one's disability. It also  
3 requires that employers must affirmatively accommodate one's disability.  
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6 2.14 By applying its sick leave policy rigidly, Boeing actually failed to  
7 accommodate Mr. Christianson's disability under RCW 49.60.et.seq or it  
8 terminated him because of it. Either way, Boeing broke the law.<sup>1</sup>  
9

10 2.15 As a result of Boeing's termination, STAN CHRISTIANSON has  
11 incurred a significant loss of wages, past and future, along with other  
12 economic loss including but not limited to his early withdrawal of his 401k,  
13 loss of Boeing's 401k matching funds, early withdrawal penalty and loss of  
14 other benefits causing economic and physical and/or emotional hardship  
15 including the loss of employment and future employment in an amount to  
16 be determined at trial.  
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### 20 III CAUSES OF ACTION

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24 <sup>1</sup> An employer should not be able to hide behind a policy when such a policy is unreasonable.  
*Pulcino v. Federal Express Corp.*, 141 Wn.2d 629, 9 P.3d 787, (2000).

3.1 STAN CHRISTIANSON incorporates paragraphs 1.1 through 2.15 as if stated herein and alleges that Boeing discriminated against him by failing to accommodate his disability.

## **JURY DEMAND**

## Mr. Christianson Demands a Jury of 12 Members.

## PRAYER FOR RELIEF:

- A. Declaratory Relief stating that Boeing violated RCW 49.60 et seq. by discriminating against Stan Christianson and/or by failing to accommodate his disability.
- B. Compensatory damages, for his loss of wages and lost future income, as well as emotional damages stemming from the emotional trauma of being terminated and unable to find similar gainful employment after Boeing terminated him.
- C. Special Damages, if any, for vocational or educational retraining and or medical treatment.
- D. Prejudgment interest;
- E. Reimbursement of any special damages, including but not limited to vocational and/or educational rehabilitation.

1 F. For a reimbursement and award of fees and costs in an  
2 amount to be determined.

3 G. That the pleadings be deemed to comport to the proof  
4 presented at trial;

5 H. For any and all further equitable relief that is deemed, just,  
6 fair and necessary.

7 I. Mr. Christianson reserves the right to amend this Complaint  
8 if additional causes of action are discovered or if other parties are  
9 deemed necessary.

10  
11 Dated this 28<sup>th</sup> day of August, 2020

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17 RICHARD HUGHES WSBA #22897  
18 Attorney for Plaintiff